

REMARKS/ARGUMENTS

Claims 12, 21 and 26 have been amended pursuant to telephonic interview with the examiner held September 23, 2004.¹

Claims 1, 20, 24 and 26 have been amended to address typographical errors.

Claim 19 has been cancelled. Claim 29 has been added and Claim 20 has been amended to depend upon Claim 29.

Applicants' counsel extends his gratitude to Examiner Lam for the courtesies extended during the telephonic discussion on September 30, 2004 at 11:30am regarding an error made by the Patent and Trademark Office with respect to the imaging of the Information Disclosure Statement ("IDS") filed April 16, 2004. The PTO error resulted in the present Office Action's statement that the IDS fails to comply with the provisions of 37 C.F.R. §§1.97, 1.98 and MPEP §609. Applicant hereby respectfully requests that the Examiner consider the merits of the information contained within the IDS filed April 16, 2004.

Claim Objections and Rejection under 35 U.S.C. §112

Responsive to the Claim Objections and rejection under 35 U.S.C. §112, first paragraph, Applicant has amended Claims 12, 21 and 26.

Applicant submits the claim amendments to Claims 12, 21 and 26 overcome the Claim Objections and rejection under 35 U.S.C. §112, first paragraph. Reconsideration and withdrawal of the Claim Objections and rejection of Claims 12, 21 and 26 are hereby solicited.

¹ Applicants' counsel extends his gratitude to Examiner Lam for the courtesies extended during the telephonic interview of September 23, 2004.

Claims 13-17, 22-25 and 27-28 are dependent upon Claims 12, 21, and 26, respectively. Reconsideration and withdrawal of the rejection of Claims 13-17, 22-25 and 27-28 are hereby solicited irrespective of the additional patentable limitations contained therein.

The Rejection under 35 U.S.C. §102(b)

Claims 1-11 stand rejected under 35 U.S.C. §102(b) as allegedly anticipated by U.S. Patent No. 5,894,180 issued to Volz, et al. ("Volz"). The examiner cites Figures 1-6 of Volz for teaching the disclosed embodiments. Reconsideration and withdrawal of the rejections of Claims 1-11 are hereby respectfully solicited.

Claim 1 has been amended to recite, *inter alia*, "the flexible partition (50) positioned between the housing (10) and a housing cover (12)...whereby the flexible partition (50) acts to seal the housing (10) from the outside environment." Applicant respectfully submits that the embodiments of Volz fail to disclose, teach or suggest the recited features of Claim 1. With reference to Figures 1-6, Volz is directed to an electric motor having a motor housing that accommodates a membrane providing pressure compensation between the interior of the motor housing and ambient. (See Figures 1-6 and Column 2, lines 43-61). Rather than having a flexible partition acting as a seal, Volz provides a circumferential seal 15 independent of the membrane. The circumferential seal 15 is arranged between the shield 3 and the edge of the pot-shaped housing 2. (Column 2, lines 8-12). The membrane is integrally incorporated in the plastic shield 3 that is a part of the collar 21. (Column 2, lines 44-49). The collar 21 is sealed to the housing 2 by the circumferential seal 15. (Column 2, lines 62-65).

The pressure compensation mechanism provided by Volz is in the form of an air exchange between the external environment and the interior of the motor housing. (Column 2, lines 18-22). Thus, to keep moisture from being admitted into the interior of the motor housing, Volz employs filter elements between the interior of the motor and the

external environment. (Column 2, lines 22-25). This is in stark contrast to the pressure compensation mechanism of the present disclosure wherein for a pressure difference between the ambient and the interior of the motor housing, the membrane deflects towards the area of lower pressure so that pressure compensation is realized by a change of volume.

Clearly, none of the embodiments disclosed in Volz teaches or suggests providing a flexible partition positioned between a housing and housing cover whereby the partition **seals the housing from the outside environment**. By providing a separate and independent seal for sealing a motor housing and providing an air exchange between the interior of the motor housing and the external environment, Volz teaches away from the features of Claim 1. Further, Volz fails to disclose, teach or suggest a membrane that **both seals the motor housing and provides pressure compensation for internal components of the motor housing**. Thus, the Examiner's reconsideration and withdrawal of the rejection of Claim 1 are hereby respectfully requested.

Claims 2-5 and 7-11 are ultimately dependent upon Claim 1. Reconsideration and withdrawal of the rejection of Claims 2-5 and 7-11 are hereby requested irrespective of the additional patentable limitations contained therein.

Claim 12, as amended, recites, *inter alia*, "the second chamber communicates with the ambient via **grooves in the housing cover**." (emphasis added). Applicant submits that the embodiments of Volz fail to disclose, teach or suggest the recited features of Claim 12. In contrast, Volz discloses a slot 22 that permits passage of air to the membrane 24. The shield 3 of Volz consists of a flat plate 20 extending perpendicular to a motor shaft and comprises a collar 21 that axially extends from the plate. Part of the collar 21 is provided with an axially extending slot 22 that opens radially outward. The slot 22 extends between the inner wall of the housing 2 and the outer edge of the collar 21. (Column 2, lines 26-43). Volz also discloses a further means of providing air exchange with the membrane in the form of a ventilation bore (25, 42 or 46) provided in

the housing 2. (See Figures 1, 5 and 6) However, none of the means for providing air exchange with the membrane disclosed by Volz suggests or teaches **grooves in a housing cover** as required by Claim 12. Thus, Volz does not disclose or teach the required features of Claim 12. Consideration and allowance of Claim 12 are hereby respectfully solicited.

Claims 13-18 are dependent upon independent Claim 12. Consideration and allowance of Claims 13-18 are hereby respectfully solicited irrespective of the additional patentable limitations contained therein.

Claim 21, as amended, recites, *inter alia*, “the housing having a membrane defining a first section (52) and a second section (54), the first section (52) hermetically sealed from an ambient pressure by the membrane and the second section (54) in fluid communication with the ambient, the housing having a guide (60) adapted to allow a portion of the membrane to flex.” In addition to the discussion above directed to Volz providing a separate and independent seal for sealing a motor housing and providing an air exchange between the interior of the motor housing and the external environment, Applicant cannot find any disclosure or teaching in Volz of “a guide (60) adapted to allow a portion of the membrane to flex” as required by Claim 21. In contrast, the membrane of Volz is arranged in a circular passage 23 whereby the edge of the membrane is covered by the material of the shield 3 or the collar 21. (Column 2, lines 43-49). Thus, Volz does not disclose, teach or suggest either a membrane hermetically sealing a first section or a guide means. Consideration and allowance of Claim 21 are hereby respectfully requested.

Claims 22-25 are dependent upon Claim 21. Consideration and allowance of Claims 22-25 are hereby requested irrespective of the additional patentable limitations contained therein.

Claim 26, as amended, recites, *inter alia*, “guiding the flexible membrane in a direction responsive to a temperature difference between the first section (52) and the

second section (54).” As previously discussed, Volz does not provide any disclosure, teaching or suggestion of guiding a flexible membrane. Consideration and allowance of Claim 26 are hereby respectfully solicited.

Claims 27-28 are dependent upon Claim 26. Consideration and allowance of Claims 27-28 are hereby respectfully requested irrespective of the additional patentable limitations contained therein.

Claim 29 has been added and recites, *inter alia*, “a flexible membrane dividing said chamber into a first portion (52) and a second portion (54), wherein said first portion (52) is hermetically sealed by said flexible membrane and said second portion (54) is in pressure communication with an ambient pressure, and wherein said flexible membrane elastically expands in response to a temperature change within said first portion (52).” As stated above, rather than having a flexible membrane acting as a seal, Volz provides a circumferential seal 15 independent of the membrane arranged between the shield 3 and the edge of the pot-shaped housing 2. (Column 2, lines 8-12). Further, Volz provides an air exchange between the interior of the motor housing and the external environment. (Column 2, lines 18-25). None of the embodiments disclosed in Volz teaches or suggests providing a flexible membrane that hermetically seals a first portion of a chamber from an ambient pressure and is in pressure communication with a second portion of the chamber. By providing a separate and independent seal for sealing a motor housing and air exchange between the interior of the motor housing and the external environment, Volz teaches away from the features of Claim 29. Thus, Volz fails to disclose, teach or suggest a membrane that both seals the motor housing and provides pressure compensation for internal components of the motor housing. Consideration and allowance of Claim 29 are hereby respectfully requested.

Claim 20, as amended, is dependent upon Claim 29. Consideration and allowance of Claim 20 are hereby requested irrespective of the additional patentable limitations contained therein.

A further and favorable Action is respectfully solicited.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark C. Comtois", written over a horizontal line.

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